

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

Joey Ray Preston,

Debtor(s)

Case Number 19-05887-hb
Chapter 7

STATEMENT OF CHANGE

In accordance with Bankruptcy Rule 1003 and Local Rule 1009-1, the undersigned hereby amends the following bankruptcy schedules:

1. Schedule B – Property

Increase value on #33 to \$600,000.00

2. Schedule D – Secured Creditors

- a. Add Upstate Law Group, LLC, secured by B(33), attachment of fee agreement.
- b. Add the North Carolina real estate - *Schedule A(1.2)*, to the assets secured by the Beattie Ashmore judgment - *Schedule D(2.2)*.

3. Form 108: Statement of Intention

Add Beattie B. Ashmore – Retained Avoid lien

Reference is made to the amended Schedules and/or Statements attached hereto, which have been signed under penalty of perjury by the debtor herein.

Date: January 2, 2020

/s/ Joey Ray Preston

Joey Ray Preston,
Debtor

/s/ Randy A. Skinner

Randy A. Skinner
Skinner Law Firm, LLC
300 North Main Street, Suite 201
Greenville, SC 29601
(864) 232-2007 [Telephone]
(864) 232-8496 [Facsimile]
District Court I.D.: 5412
E-mail: main@skinnerlawfirm.com

Fill in this information to identify your case and this filing:

Debtor 1 Joey Ray Preston
 First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA

Case number 19-05887

☒ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

2835 Old Williamston Road

Street address, if available, or other description

Anderson SC 29621-0000
 City State ZIP Code

Anderson
 County

What is the property? Check all that apply

- ☒ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☐ Other _____

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another _____

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? \$416,143.00 Current value of the portion you own? \$416,143.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

☐ Check if this is community property (see instructions)

1.2 If you own or have more than one, list here:

331 East King Street

Street address, if available, or other description

King **NC** **27021-0000**
City State ZIP Code

Stokes

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☒ Other **Commerical building**

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$118,100.00**
Current value of the portion you own? **\$118,100.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$534,243.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

3.1 Make: **Chevrolet**

Silverado 1500 Crew

Model: **Cab**

Year: **2019**

Approximate mileage: **3,246**

Other information:

VIN: 9482

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? **\$27,443.00**
Current value of the portion you own? **\$27,443.00**

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$27,443.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own? Do not deduct secured claims or exemptions.

Debtor 1 **Joey Ray Preston**

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Case number (if known) **19-05887****6. Household goods and furnishings***Examples:* Major appliances, furniture, linens, china, kitchenware☐ No☒ Yes. Describe.....

stove, refrigerator, microwave, deep freezer, washer, dryer, sofa,
 (2) chairs, coffee table, buffet table, (3) beds, wardrobe, dressers
 (3), night stands (6), kitchen table w/ chairs, china cabinet, buffet
 table, kitchenware items.

\$2,500.00**7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☐ No☒ Yes. Describe.....**(3) TVs, (3) cell phones, (2) blu rays.****\$450.00****8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☒ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☒ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☐ No☒ Yes. Describe.....

9mm (brand unknown) - \$500.00; Tri-star viper 20 gauge shotgun -
 \$500.00

\$1,000.00**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Misc. clothing items.****\$500.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....**Men's wedding band - \$200.00, (2) watches - \$50.00 each****\$300.00****13. Non-farm animals***Examples:* Dogs, cats, birds, horses☐ No☒ Yes. Describe.....**(2) dogs, (1) cat****\$75.00****14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information.....

Debtor 1 **Joey Ray Preston**Document Page 5 of 20 Case number (if known) **19-05887**

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$4,825.00**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No☐ Yes.....**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes.....

Institution name:

17.1. Checking

South State Bank. Account #: 3811.

\$4,444.61

17.2. Business Checking

South State Bank. Account #: 4369.

\$111.88

17.3. Checking

Regions Bank. Account #: 6283.

\$4,979.76

17.4. Checking

Regions Bank. Account #: 8407. College account for son.

\$2,586.90**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No☐ Yes.....

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture☐ No☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

Preston Consulting, LLC located at 2835 Old
Williamston Road, Anderson SC 29621. No
assets.

100 %

\$0.00**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.

Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

Retirement

South Carolina PEBA Retirement. \$7,979.76
received monthly. Schedule I Line 8(g).
Date of retirement: 01/03/2009.

\$7,979.76

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes. Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes. Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☐ No

☒ Yes. Give specific information about them...

Charles Schwab. Schwab One. Trust Account. Account #:
5443-0786.

\$24.38

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

**Current value of the
portion you own?
Do not deduct secured
claims or exemptions.**

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☐ No

☒ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:

Debtor 1

Joey Ray Preston

Document

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Case number (if known) 19-05887

Whole Life Insurance: Met Life. Policy #: 904138625A. Date acquired: 01/19/1990. Face Value: \$50,000.00. Cash value: \$0.00. Monthly premium: \$69.50.

Joey Preston Family Trust

\$0.00

Term Life Insurance: AAA. Policy #: 4031790191. Date acquired: 08/03/2016. Face Value: \$100,000.00. Cash value: \$0.00.

Laurie Preston, wife

\$0.00

Term Life Insurance: Minnesota Life. Policy #: 2473W22W. Date acquired: 02/01/2010. Face Value: \$1,000,000.00. Cash value: \$0.00.

Joey R. Preston Family Trust

\$0.00

Term Life Insurance: Global Life. Date acquired: 09/17/2018. Face Value: \$20,000.00. Cash value: \$0.00.

Laurie Preston, wife

\$0.00

Group Term: Met Life - SC Retirement. Policy #: 0007603454. Date acquired: 01/01/2010.

Barbara B. Hewitt, ex-wife 20%, Joey Preston Family Trust 80%

\$0.00

Cancer Policy/ LTD: Mutual of Omaha. Policy #: 256879. Face Value: \$38,000.00. No cash surrender value.

\$0.00

Accidental Policy: AAA/Hartford. Policy #: 9501190891.

\$0.00

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☐ No

☒ Yes. Describe each claim.....

SC Budget and Control Board, and Anderson County, 2014-CP-40-00630R. Compensation for attorneys' fees

\$600,000.00

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☒ No

☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

☒ No

☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$620,127.29

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- ☒ No. Go to Part 6.
☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- ☒ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

- ☒ No
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$534,243.00
56. Part 2: Total vehicles, line 5	\$27,443.00	
57. Part 3: Total personal and household items, line 15	\$4,825.00	
58. Part 4: Total financial assets, line 36	\$620,127.29	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	+ \$0.00	
62. Total personal property. Add lines 56 through 61...	\$652,395.29	Copy personal property total \$652,395.29
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$1,186,638.29

This agreement applies only to the attorney's services through a period ending with a final decision, verdict, or judgment of the South Carolina Court of Common pleas, trial agency or trial tribunal. If any appeal is taken from any such court, tribunal or agency, then an increase in attorney fees must be negotiated for further services to be performed in the form of an increase in the contingency percentage, an additional flat fee or other similar suitable arrangement. If no agreement for additional services is reached, then the client is deemed to have terminated the attorney.

4. COSTS:

CLIENT IS RESPONSIBLE FOR PAYING ALL COSTS INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY COSTS WITHIN 15 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. A "cost" related to a law case is money expended, paid, or charged or payable to a third person for something related to the law case. Costs do not include attorney's fees and are separate from and in addition to attorney's fees. The costs of your lawsuit may be advanced by the law firm and any costs advanced by the firm shall be paid upon invoice. Further, any unpaid amounts shall be permitted to be distributed of any monies received by any settlement, judgment or otherwise and costs are in addition to any fees payable. Unpaid costs may also be deducted by the law firm from the client's portion of the monies disbursed. Costs are the responsibility of the client, regardless of the outcome of the case.

Costs include, but are not limited to, the following: a) postage, b) photocopy expenses, c) photography expenses, d) facsimile expenses, e) telephone and long distance expenses, f) expenses associated with mediation/arbitration, g) overnight express charges, h) deposition charges, i) expert witness charges, j) filing and other fees paid to courts, k) process server and other service related charges l) medical records procurement fees, m) doctor(s)' charges for opinions and any other monies paid to third persons as a part of your case, and n) mileage, lodging and travel costs, including hotel, airfare, meals, etc. The foregoing is not an exhaustive list of costs. Certainly, you will likely not incur all of the above costs. You will be provided monthly a bill detailing all costs incurred and charged to the file and advanced by the law firm. Monthly cost bills are payable upon receipt and in every case should be paid no more than 15 days from receipt by client.

If the firm, in its' discretion, borrows money from a lending or similar institution to finance the costs of your case, the interest on the borrowed funds shall also become a cost advanced by the firm to be reimbursed by you. You will be given notice and periodic accountings of the funds so utilized for costs and interest accrued.

5. INTEREST:

All bills are due and payable within 15 days after receipt. Failure to pay any bill within 30 days of receipt will incur interest charges at the rate of 1% per month of the outstanding balance per 30 days overdue.

6. TAX ADVICE:

Law firm hereby represents that no member of the firm or its' staff is competent to provide tax advice to you regarding taxation issues on any settlement or judgment proceeds or any other monies you may receive. If you have any questions regarding whether or not the monies you seek and may receive will be taxable or to what extent they will be taxable you should consult an appropriate tax professional for such advice.

7. ASSOCIATE COUNSEL:

You authorize the law firm to associate other attorneys with the law firm in the prosecution of your claim. That attorney will usually be just as responsible for your case as is the law firm. The law firm and any associate attorney(s) may agree amongst themselves as to how any fees paid pursuant to this contract will be split between them. In no event will the existence of any associate counsel who acts with the law firm in the prosecution of your claim affect the amount of fees you pay under this contract. The amount of fees you pay is limited to the above and any agreement between associate counsel and the law firm will be based upon the specific fee set forth above and will be decided between the law firm and associate counsel.

8. ATTORNEY(S) RIGHT TO WITHDRAW:

The attorney(s) may, consistent with rules promulgated by the South Carolina Supreme Court and with any order of a court or tribunal, withdraw at any time by giving a reasonable written notice. If the attorney(s) withdraws, the attorney(s) shall be reimbursed for any and all costs advanced and fees incurred. Client agrees to provide and maintain current address and employment telephone information with the firm, to promptly return letters and or telephone calls requesting contact and to meet with the attorney(s) as requested. Client agrees to consider all facts, advice, and recommendations of the attorney in making decisions regarding the case or matter. Any failure of the client to abide by those provisions shall be deemed by the law firm as a consent to withdrawal.

9. CLIENT'S RIGHT TO TERMINATE AGREEMENT:

As a client, you have a right, at any time you become dissatisfied with the law firm's service to inform the law firm that its' services are no longer needed and that you wish to terminate this contract. In the event that you wish to terminate the relationship with the law firm, you will be required to sign a written acknowledgement that the law firm will not serve as your attorneys' of record any longer and release the law firm of further obligations and you will be required to sign a consent order for submission to an appropriate court or tribunal relieving attorneys as counsel before your file will be released to you. Should the client terminate the relationship hereunder then the client shall be responsible for paying any costs advanced on the file and fees incurred on behalf of client to the point of the termination before the attorney shall be required to release the file.

10. FILE STORAGE POLICY:

Due to the limited storage facilities and volume of cases handled by the law firm the law firm hereby sets forth its' file storage and retention policy as follows. Your file will be maintained by the law firm for a period of no less than six (6) years or as provided by the South Carolina Rules of Professional Responsibility. Thereafter, it is subject to destruction without notice to client. For approximately one (1) year after your case is closed, it will be kept on-site at the law firm's offices. Thereafter, it will be kept at a storage facility. At some point after expiration of the six (6) year period, your file will be destroyed. You have a right to request a copy of your file or any original documents belonging to you at any point during the pendency of your case or subsequent to the conclusion of your case until your file is destroyed. However, should you request a copy


subsequent to the conclusion of your case then the law firm has a right, to be exercised in its' sole discretion, to request that you pay a reasonable copying fee. You will only be asked to pay a reasonable copying fee if your file is voluminous.

11. ASSIGNMENT:

By signing below, client hereby irrevocably grants and assigns to the law firm of Upstate Law Group, LLC its fees as outlined in this contract and agrees that this assignment is irrevocable and enforceable against any and all rights client has to any benefits or monies that may be paid to client or on client's behalf as a result of any Court Order awarding fees and costs.

The assignment shall supersede and be superior to any and all assignments previously executed by client to any individual or entity relating to the same benefits or monies. This assignment cannot be revoked by client after client's case has been settled, tried or at such point as monies or benefits have been procured for client or on client's behalf.

Signed this 17th day of November, 2009



Client



Upstate Law Group, LLC

Fill in this information to identify your case:

Debtor 1	<u>Joey Ray Preston</u>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>DISTRICT OF SOUTH CAROLINA</u>		
Case number (if known)	<u>19-05887</u>		

☒ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 BB&T Home Mortgage

Creditor's Name

PO Box 2167
Greenville, SC 29602

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

331 E. King Street King, NC 27021

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) Mortgage

Column A

Amount of claim
Do not deduct the
value of collateral.**\$48,217.09**

Column B

Value of collateral
that supports this
claim**\$118,100.00**

Column C

Unsecured
portion
If any**\$0.00**

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Date debt was incurred 12/29/2003Last 4 digits of account number 9055**2.2 Beattie B. Ashmore**

Creditor's Name

650 E Washington St
Receiver for Atlantic
Bullion and
Coin Inc. & Ronnie Gene
Wilson
Greenville, SC 29601

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

2835 Old Williamston Road
Anderson, SC 29621 & 331 East
King Street, King, NC 27021

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☒ Judgment lien from a lawsuit
☐ Other (including a right to offset)

\$1,213,000.00**\$416,143.00****\$1,213,000.00**

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Date debt was incurred 06/13/2016Last 4 digits of account number 5JMC

Debtor 1 **Joey Ray Preston** Case number (if known) **19-05887**
First Name Middle Name Last Name

2.3 GMC Financial Leasing Describe the property that secures the claim: **\$35,086.96** **\$27,443.00** **\$7,643.96**
Creditor's Name

2019 Chevrolet Silverado.

PO Box 78143
Phoenix, AZ 85062

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Car Lease**

Date debt was incurred **7/2019**

Last 4 digits of account number **5511**

2.4 Internal Revenue Service Describe the property that secures the claim: **\$277,805.95** **\$416,143.00** **\$186,770.97**
Creditor's Name

Centralized Insolvency
Operations
PO Box 7346
Philadelphia, PA
19101-7346

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

2835 Old Williamston Road
Anderson, SC 29621

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Federal Tax Lien 2011, 2012, & 2016**

Date debt was incurred **08/08/2019**

Last 4 digits of account number

2.5 Mr. Cooper Describe the property that secures the claim: **\$287,925.25** **\$416,143.00** **\$0.00**
Creditor's Name

2835 Old Williamston Road
Anderson, SC 29621

8950 Ctpress Waters
Blvd.
Coppell, TX 75019

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **First Mortgage**

Date debt was incurred **10/17/2003**

Last 4 digits of account number **9467**

Debtor 1 **Joey Ray Preston** Case number (if known) **19-05887**
 First Name Middle Name Last Name

2.6 South State Bank Describe the property that secures the claim: **\$37,182.77** **\$416,143.00** **\$0.00**
 Creditor's Name

PO Box 118068
Charleston, SC 29423

Number, Street, City, State & Zip Code

2835 Old Williamston Road
Anderson, SC 29621

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Second Mortgage**

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Date debt was incurred **11/29/2007**

Last 4 digits of account number **2879**

2.7 Upstate Law Group, LLC Describe the property that secures the claim: **\$600,000.00** **\$600,000.00** **\$0.00**
 Creditor's Name

200 E Main Street
Easley, SC 29640

Number, Street, City, State & Zip Code

SC Budget and Control Board, and
Anderson County,
2014-CP-40-00630R. Compensation
for attorneys' fees

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Legal fees**

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☒ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Date debt was incurred

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:

\$2,499,218.02

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$2,499,218.02

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1 **Joey Ray Preston**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **DISTRICT OF SOUTH CAROLINA**

Case number **19-05887**
(if known)

☒ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Joey Ray Preston

Joey Ray Preston
Signature of Debtor 1

X

Signature of Debtor 2

Date January 2, 2020

Date

Fill in this information to identify your case:

Debtor 1 Joey Ray Preston
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: DISTRICT OF SOUTH CAROLINA

Case number 19-05887
(if known)

☒ Check if this is an amended filing

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: BB&T Home Mortgage	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]: Debtor will retain collateral and continue to make regular monthly payments	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 331 E. King Street King, NC 27021		
Creditor's name: Beattie B. Ashmore	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]: avoid lien using 11 U.S.C. § 522(f)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2835 Old Williamston Road Anderson, SC 29621 & 331 East King Street, King, NC 27021		
Creditor's name: GMC Financial Leasing	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]: Debtor will retain collateral and continue to make regular monthly payments	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 2019 Chevrolet Silverado.		

Debtor 1 **Joey Ray Preston**

Case number (if known) **19-05887**

Creditor's name: **Internal Revenue Service**

Description of property securing debt: **2835 Old Williamston Road Anderson, SC 29621**

- ☐ Surrender the property.
☐ Retain the property and redeem it.
☐ Retain the property and enter into a *Reaffirmation Agreement*.

☐ No
☒ Yes

☒ Retain the property and [explain]:
Debtor will retain collateral and continue to make regular monthly payments

Creditor's name: **Mr. Cooper**

Description of property securing debt: **2835 Old Williamston Road Anderson, SC 29621**

- ☐ Surrender the property.
☐ Retain the property and redeem it.
☐ Retain the property and enter into a *Reaffirmation Agreement*.

☐ No
☒ Yes

☒ Retain the property and [explain]:
Debtor will retain collateral and continue to make regular monthly payments

Creditor's name: **South State Bank**

Description of property securing debt: **2835 Old Williamston Road Anderson, SC 29621**

- ☐ Surrender the property.
☐ Retain the property and redeem it.
☐ Retain the property and enter into a *Reaffirmation Agreement*.

☐ No
☒ Yes

☒ Retain the property and [explain]:
Debtor will retain collateral and continue to make regular monthly payments

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Lessor's name:

Description of leased Property:

☐ No

☐ Yes

Debtor 1 Joey Ray Preston

Case number (if known) 19-05887

Lessor's name:

Description of leased

Property:

☐ No

☐ Yes

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Joey Ray Preston
Joey Ray Preston
Signature of Debtor 1

X _____
Signature of Debtor 2

Date January 2, 2020

Date _____

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

IN RE:

Joey Ray Preston,,

Debtor(s)

Case Number 19-05887-hb
Chapter 7

CERTIFICATE OF MAILING

The undersigned hereby certifies that she is the paralegal to the attorney for the Debtor in the within matter and that the within Amendment was served upon the Trustee and applicable creditors by depositing a copy of same in the United States Mail, with sufficient postage annexed thereto, addressed as follows:

John K. Fort
Chapter 7 Trustee
Post Office Box 789
Drayton, SC 29333

Upstate Law Group, LLC
200 E Main Street
Easley, SC 29640

Office of US Trustee
Strom Thurmond Building
1835 Assembly Street, Ste. 953
Columbia, SC 29201

Joey R. Preston
2835 Old Williamston Road
Anderson, SC 29621

Beattie B. Ashmore
650 E Washington St
Receiver for Atlantic Bullion and
Coin Inc. & Ronnie Gene Wilson
Greenville SC 29601-0000

Date: January 2, 2020

/s/ Candice M. McLaren
Candice M. McLaren, Paralegal
SKINNER LAW FIRM, LLC
300 North Main Street, Suite 201
Greenville, SC 29601
(864) 232-2007 [Telephone]
(864) 232-8496 [Facsimile]